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Attorneys for Plaintiff ANGELIQUE COBB,
on behalf of herself and all others similarly situated

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

ANGELIQUE COBB, on behalf of herself and all others similarly situated, Plaintiffs, v. GORDON BIERSCH BREWING COMPANY, INC., a California Corporation; GB ACQUISITIONS, INC., a Tennessee Corporation; GB ACQUISITIONS, INC. dba GORDON BIERSCH BREWERY RESTAURANT GROUP, INC.; and DOES 1 through 125, Inclusive, Defendants.	**CASE NO. 08 CV 0805 W (AJB)** **CLASS ACTION** **JOINT MOTION TO DISMISS DEFENDANT GORDON BIERSCH BREWING COMPANY, INC. WITHOUT PREJUDICE** Complaint filed: March 13, 2008 Trial Date: None Set

Plaintiff Angelique Cobb and Defendant Gordon Biersch Brewing Company, Inc., ("Brewery" or "Defendant") hereby jointly move to dismiss without prejudice Brewery as a party to the above entitled class action lawsuit ("Action").

WHEREAS Plaintiff Angelique Cobb filed a class action lawsuit on behalf of all hourly workers of her former employers, Gordon Biersch Brewing Company, Inc., GB Acquisitions, Inc., Gordon Biersch Brewery Restaurant Group, Inc and alleged six causes of action: 1) failure to pay overtime wages; 2) failure to provide meal periods; 3) failure to provide rest breaks;4) failure to pay minimum reporting time pay; 5) failure to reimburse work related expenses; and 6) that Defendants' unlawful employment practices violate California's Unfair Competition Law.

WHEREAS Brewery submitted a declaration signed by William Bullard, President and Chief Executive Officer of Brewery, stating that it does not employ any putative Class Members as defined in Plaintiff's complaint, and thus is not a proper party to this class action lawsuit.

WHEREAS on June 27, 2008, the parties entered into a Tolling Agreement to preserve such class claims if putative Class Members are discovered to be employed by Brewery.

IN VIEW OF THE FOREGOING, IT IS STIPULATED by and between Plaintiff and Defendant, through their respective counsel of record, as follows:

Defendant Gordon Biersch Brewing Company, Inc. may be dismissed without prejudice as a party to this class action.

COHELAN & KHOURY

Dated: June 30, 2008

By:/s/ Christopher A. Olsen
Christopher A. Olsen
Counsel for Plaintiff ANGELIQUE COBB

HOPKINS & CARLEY

Dated: June ___, 2008

By:______________________
Eugene Ashely
Counsel for Defendant Gordon Biersch Brewing Company, Inc.

WHEREAS Plaintiff Angelique Cobb filed a class action lawsuit on behalf of all hourly workers of her former employers, Gordon Biersch Brewing Company, Inc., GB Acquisitions, Inc., Gordon Biersch Brewery Restaurant Group, Inc and alleged six causes of action: 1) failure to pay overtime wages; 2) failure to provide meal periods; 3) failure to provide rest breaks;4) failure to pay minimum reporting time pay; 5) failure to reimburse work related expenses; and 6) that Defendants' unlawful employment practices violate California's Unfair Competition Law.

WHEREAS Brewery submitted a declaration signed by William Bullard, President and Chief Executive Officer of Brewery, stating that it does not employ any putative Class Members as defined in Plaintiff's complaint, and thus is not a proper party to this class action lawsuit.

WHEREAS on June 27, 2008, the parties entered into a Tolling Agreement to preserve such class claims if putative Class Members are discovered to be employed by Brewery.

IN VIEW OF THE FOREGOING, IT IS STIPULATED by and between Plaintiff and Defendant, through their respective counsel of record, as follows:

Defendant Gordon Biersch Brewing Company, Inc. may be dismissed without prejudice as a party to this class action.

COHELAN & KHOURY

Dated: June ____, 2008

By:______________________________
Christopher A. Olsen
Counsel for Plaintiff ANGELIQUE COBB

HOPKINS & CARLEY

Dated: June 27, 2008

By:______________________________
Eugene Ashely
Counsel for Defendant Gordon Biersch Brewing Company, Inc.

EXHIBIT 1

Cobb v. Gordon Biersch Brewing Company, Inc.
Case No. 08CV0805 W (AJB)
Joint Motion to Dismiss Defendant Gordon Biersch Brewing Company, Inc. Without Prejudice

TOLLING AGREEMENT

This Tolling Agreement (the "Agreement") is hereby entered into as of June 27, 2008, 2008 by and between plaintiff Angelique Cobb, on behalf of herself and their alleged and putative class (collectively, "Plaintiff"), and Gordon Biersch Brewing Co., Inc. ("Brewery"), through their respective counsel of record. Plaintiff and Brewery are collectively referred to herein as the "Parties."

WHEREAS, Plaintiff instituted an action entitled Angelique Cobb on behalf of herself and all others similarly situated v. Gordon Biesrch Brewing Company, Inc.; GB Acquisitions, Inc.; GB Acquisitions Co. dba Gordon Biersch Brewery Restaruant Group, Inc. and Does 1 through 125, inclusive, Southern District of California Case No. 08 CV 0805 W (AJB) on or around March 13, 2008 (the "Action");

WHEREAS, Plaintiff has named Brewery as a defendant in the Action;

WHEREAS, Brewery represents that it never employed Plaintiff or any of the putative class members;

WHEREAS, Plaintiff has decided not to proceed against, Brewery at this time, upon the terms and conditions set forth below;

THEREFORE, in consideration of the promises contained herein, and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. The Parties agree that any and all statutes of limitations applicable to any actual or potential claim against Brewery, rights and/or remedies arising out of and/or related to the Action are tolled from the date of this Agreement for a period of one year, or until the Agreement is either terminated pursuant to Paragraph 5, or expires pursuant to this Paragraph.

2. Nothing in this Agreement shall be construed to give rise to a waiver of, or estoppel to assert, or in any other way limit or prejudice, any claims, defenses, rights and/or remedies, other than as expressly agreed to herein.

3. Nothing in this Agreement is intended to, or shall be construed to, constitute an admission for any purpose.

4. The Parties stipulate that this Agreement is not admissible evidence in any proceeding other than a proceeding to enforce the terms of the Agreement, and/or in connection with a dispute over whether a limitation period applies.

5. Any Party may withdraw its agreement to toll the statute of limitations upon written notice to the authorized representatives of the other Party at least thirty days prior to the effective date of the withdrawal.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

7. This Agreement is integrated and may not be amended, changed or modified in any manner except by an instrument in writing signed by each of the Parties hereto or by their duly authorized representatives. This Agreement contains the entire Agreement among the Parties with regard to the subject matter set forth herein, and no statement, promise or inducement made by any of the Parties or made by any agent of the Parties that is not contained in this Agreement shall be valid or binding.

8. Each of the undersigned represents and warrants that he or she has the requisite authority to enter into and bind the Party to the terms and conditions of this Agreement.

9. This Agreement may be executed and delivered in counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same instrument and Agreement. Fax signatures shall be sufficient to bind the parties.

10. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative participated in the drafting of such provision.

11. This Agreement shall be binding upon, and shall be for the benefit of, the Parties' successors and assigns.

Dated: 6-30-08

Angelique Cobb

By: ______________________

Christopher A. Olsen
COHELAN & KHOURY, Counsel of Record for Plaintiff Angelique Cobb

Dated: 6-27-08

Gordon Biersch Brewery Company, Inc.

By: ______________________

Eugene Ashley
HOPKINS & CARLEY, Counsel of Record for Defendant Gordon Biersch Brewery Co., Inc.